

***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,
INCLUDING ANNEXES***

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

Nº _____

FINANCED FROM THE EDF - Joint Operational Program Romania - Republic of Moldova
2014 – 2020, European Neighbourhood Instrument

Ministry of Internal Affairs of the Republic of Moldova, represented by Information Technology Service, Chisinau municipality, 42, Vasile Alecsandri street, MD-2012, represented by Director, Andrian ŞOVA

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³, ("the Contractor")

of the other part,

have agreed as follows:

PROJECT "Communication infrastructure"

CONTRACT TITLE "Office equipment and endowment for the project"

Identification number COMINF/3.1/1-4.2.1

Article 1 Subject

1.1 The subject of the contract shall be the supply of the following goods:

- 1 Portable projector screen;
- 1 Fixed design screen;
- 1 Portable projector;
- 2 A3 Color Laser MFP Printers;
- 1 Color JET with embedded system of rechargeable ink containers;
- 4 Notebooks;
- 4 Portable HDD 2 TB;

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document - number

³ Except where the contracting party is not VAT registered.

- 1 Plotter for A0 format;
- 1 Photo camera with lens 18-300 and telescopic from 500.

The place of acceptance of the supplies shall be Office of the project management team the time limits for delivery shall be 30 days after contract signature and the Incoterm applicable shall be DAP⁴. The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> to <date for provisional acceptance>.

- 1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex including any changes under the proposed variant.
- 1.3 The supplies which form the subject of the contract must be accompanied by the spare parts described by the Contractor in its tender and by the accessories and other items necessary for using the goods over a period of 3 years, as specified in the Instructions to Tenderers.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the Special Conditions.

A certificate of origin for the goods must be provided by the Contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract.

Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be [MDL].<insert price>
- 3.2 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- [specified forms and other relevant documents (Annex V)];

The various documents making up the **contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence**, they shall prevail in the order in which they appear above.

[Article 5 Other specific conditions applying to the contract

⁴ DAP (Delivered At Place) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the Contract shall apply: <specify conditions>]

Done in English and Romanian in three originals, one original being for the Contracting Authority, one original being for the European Commission, and one original being for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: